

1912-612 Chancery Causes: Robert L. Pennington vs. V. D. Rose &  
Lee Co.

Fleenor, Noel

CA - Debt  
T - Property

- Deed



To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia.

Humbly complaining your orator, Robt. L. Pennington would respectfully represent and show unto your Honor that in a certain attachment proceeding instituted in the Circuit Court for Lee County on the Chancery side thereof under the style of Robt. L. Pennington against R.M. Fleenor, a judgment was rendered in favor of your orator in the sum of \$549.00 with interest thereon from the 4th day of April, 1912, payable \$91.50 ninety days after April 4th, 1912. \$91.50 payable six months after the said date; \$183.00 payable twelve months after date, and \$183.00 payable eighteen months after the said date, as will more fully appear by a copy of the decree entered in the said cause and herewith filed as part of this bill, which said decree is entered in Chancery Order Book No. 9, page 321, on the 19th day of August, 1912, against R.M. Fleenor, V.D. Rose, Rebecca Fleenor, W.H.C. Noe and W.E. Fleenor, M.A. Muncy, M.C. Muncy and Elizabeth Lawson.

Your orator would further represent that notwithstanding two of said payments \$91.50 each are now due and payable, no part thereof has been paid.

Your orator would further represent and show unto your Honor that the said plaintiff in the said attachment suit recovered of the defendants his cost upon the said attachment suit which amounted to the sum of \$44.36 as appears by the taxation of the costs upon the files in the said case and upon the execution book upon which the said judgment is entered.

Your orator would further represent and show unto your Honor that the said judgment as aforesaid was entered upon the judgment lien docket and operates as a lien upon the lands of the defendants in the said attachment proceeding from the date of the rendition of the said decree August 19th, 1912. It will further appear by the said decree that as between the said defendants against whom the said judgment is, that the said R.M. Fleenor and V.D. Rose were to become primarily or first responsible to the said Pennington for the payment of the said

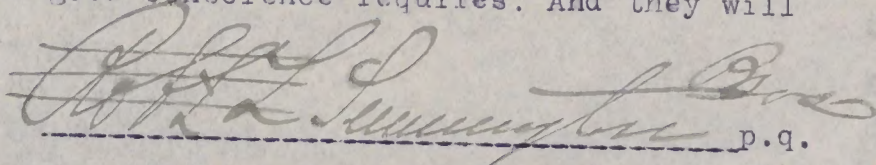


debt and then against W.H.C.Noë, W.E.Fleenor and Rebecca Fleenor if the said money could not be made from the said Fleenor and Rose, then if the said last named party could not pay the same, then the same was to be paid by the said M.A.Muncey, M.C.Muncey, and Elizabeth Lawson.

Your orator would further represent and show unto your Honor that notwithstanding a portion of the said judgement is due, no part thereof has been paid. The said V.D.Rose is the owner of a tract of land situated in Lee County, Virginia, in the neighborhood of Ocoonita, containing \_\_\_\_\_ acres. The said W.H.C.Noë is also the owner of real estate situated in the same neighborhood containing \_\_\_\_\_ acres, a copy of said Rose's deeds are herewith filed as part of this bill as Exhibit "V.D.Rose land titles," and copies of the said Noë's deeds are herewith filed as part of this bill marked exhibit "W.H.C.Noë land titles".

The object, therefore, of this bill is to enforce the lien of the said judgment against the land of the said Rose and Noë, to have the lands of the said Rose first sold and if the same proves insufficient to pay the said judgment, then to have enough of said Noë's land sold as may be necessary to pay the said debt.

The prayer, therefore, of your orator is that the said R.M.Fleenor, Rebecca Fleenor, W.H.C.Noë and V.D.Rose be made parties defendant to this bill of complaint and be required to answer the same, but not under oath, answer under oath being expressly waived; that upon a hearing a decree be rendered directing an account to be taken ascertaining the liens against the real estate of the said Rose and Noë, the amounts thereof and their several priorities, and any other matter necessary for a proper adjudication of this cause, and that upon the coming in of the said report that a decree be rendered directing a sale of so much of said real estate as may be necessary to pay said judgment, and may all other further and general relief be granted your orator that the nature of his cause and good conscience requires. And they will ever pray, &c.

  
R. M. Fleenor p.q.



Robt L Pennington

vs { Bice

V. D. Rose & Co.

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1912 1<sup>st</sup> 2<sup>nd</sup> Nov. Rules

Bill filed. spa  
executed + D. No.

" 1<sup>st</sup> Dec. Rules

D. No. Confirmed  
+ Cause set  
for hearing



Robt.L.Pennington.....Complainant.

Vs.

V.D.Rose and others.....Defendants.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, and it appearing to the court that the defendants herein, R.M.Fleenor, Rebecca Fleenor, W.H.C.Noë and V.D.Rose have been duly served with process as is required by law, and they each failing to appear, plead or answer, said bill of said complainant is taken for confessed.

On consideration of all which and it appearing to the court from the bill of the said complainant that <sup>account</sup> ~~ans~~ ~~xx~~ is necessary to ascertain the liens against the estate of the defendants, V.D.Rose and W.H.C.Noë, it is adjudged, ordered and decreed that George P.Cridlin, who is hereby appointed as Special Commissioner for the purpose, will after having given the parties hereto or their attorneys five days notice of the time and place of his sitting, proceed to take an account of the liens against the real estate of the said defendants, the amount thereof and their various priorities, and also the amount of land owned by each ~~thet~~ said Rose and Noë, and whether or not the said land will rent for a sum sufficient to pay the judgment liens against said lands, exclusive of all other liens, and report his action to the next term of this court. And this cause is continued.



Robt L. Mumy

no { seen for  
get to  
Geo. P. Criddle

V. D. Rm itao

Entered in COB  
No 9, page 39/4

Entered this Dec  
5-1912  
H. A. W. Blum

Copied



This Deed, Made this 29<sup>th</sup> day of January  
in the year 1912 between J. A. G. Hyatt  
of the County of Lee part of the first part  
and Robt. H. Puccington Trustee  
of the County of Lee part of the second part  
Witnesseth: That the said party of the first part, do grant with general  
warranty unto the said party of the second part, the following property, to-wit:

A Tract or piece of land lying and  
being in the County of Lee in the  
Town of Juncosville, containing 1 1/2  
acres more or less, and being the  
same town & lot formerly owned by  
L. P. Hyatt, and bounded as follows:—  
Beginning at a stake in the mill  
road S. 3. E. 12 1/2 poles to a stake on the  
Morgan line and with the same  
S. 87 W. 18 1/2 poles to a stake in said  
line N. 7 E. 12 1/2 poles to a stake in  
Elyza A. Hyatt's line thence N. 87 1/2 E  
18 poles to the beginning, together with  
all the appurtenances unto the said land belonging  
or in anywise appertaining.

In Trust, to secure to The foregoing described  
Notes, or any renewals thereof the payment of the sum of  
Three Thousand Five Hundred Dollars: to-wit:

A note dated Jan'y 5-1912 for the sum of One Thousand  
Five Hundred Dollars executed by F. L. Hyatt as  
principal and J. A. G. Hyatt as co-drawer to The Powhatan  
Valley National Bank of Juncosville due 60 days after date  
A. note executed by J. A. G. Hyatt to Powhatan Valley National Bank  
of Juncosville for the sum of \$3000 Three Thousand Dollars, dated Jan'y 12  
1912, due 30 days; A. note dated Nov. 11-1911 due 60 days after date  
executed by J. W. Hyatt principal and J. A. G. Hyatt co-drawer for Twelve Hundred  
Dollars to The Powhatan Valley Bank of Juncosville; A. note dated Jan'y 11, 1911  
by J. A. G. Hyatt payable to Martha E. Cook for Five Hundred Dollars—  
payable one day after date subject to 60 days prior Jan'y 1-1912

In the event that default shall be made in the payment of the above-mentioned  
Notes when they or any renewals thereof become due and payable, then the said Trustee, on being required  
so to do by the payees of said Notes, or either of them, their executors, admin-  
istrators, or assigns, shall sell the property hereby conveyed.



And it is covenanted and agreed between the parties aforesaid, that in case of a sale, the same shall be made at at public auction

after first advertising the time, place, and terms thereof for 30 days by posting written or printed notices at the front door of the Court House of Lee County, of the time & place of sale. and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said or their renewals notes, and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said party his of the first part, his executors, administrators or assigns, shall prescribe and direct, or in the case of his failure to give such direction, at such time and in such manner as the said trustee shall think fit. The said party of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed so long as he or his heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$2000<sup>00</sup> for the further protection of the said beneficiaries in said notes or assigns, and in the event of his failure to do so, then the trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the above-mentioned notes or insurance premiums, then, upon the request of the party of the first part, a good and sufficient deed of release shall be executed to him at his own proper costs and charges.

Witness the following signatures and seals:

J. A. Syatt





State of Virginia,

County of Lee to-wit:  
I, Allie O. Freeman, a Notary Public

for the County aforesaid, in the State of Virginia, do certify that

J. A. G. Hyatt

whose name is signed to the foregoing  
writing, bearing date on the 29 day of January 1912, has

acknowledged the same before me in my County aforesaid. My Commission expires

Given under my hand this 29 day of January 1912  
my Commission expires Jan. 13, 1913. Allie O. Freeman.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

Virginia, Lee County, to-wit:  
In the Clerk's office of Lee  
County, on this the 29th day of  
January, 1912, The foregoing trust  
deed was presented and together  
with the Certificate annexed,  
admitted to record at 6 o'clock P.M.  
Teste: J. D. Edds Clerk

to-wit:

In the Office of the Clerk of the Circuit Court for the County of

the day of 19, this deed was pre-  
sented and, with the certificate annexed, admitted to record at o'clock M.

Teste:

Clerk.



*J. H. Bryant*

**Deed**  
of Trust

to  
*Robt L. Mumma*  
Trustee for *R. W. Mumma & Co.*

*Filed Jan. 29 1912*

Presented in office and, with Certificate, admitted to record at *6* o'clock *P.* M.

*J. D. Edds,*  
Clerk Circuit Court.

*For*

*Examined Feb. 8, 1912.*

Circuit Court of *Pr*  
County, Recorded Deed, Book *2*  
Page *331* and *332*

|      |           |    |             |
|------|-----------|----|-------------|
| Tax, | - - - - - | \$ | <i>3.50</i> |
| Fee, | - - - - - |    | <i>1.25</i> |
|      |           | \$ | <i>4.75</i> |

By *Robt. L. P.* *Pr*

*July 6-1912 500.00*  
*10th May 50.00*  
*500.00*  
*Oct 6, 1912-1912 15.00*  
*500.00*  
*215.00*  
*350.00*  
*7.00*  
*357.00*  
*Oct 6, 1912-1912-*

All the debts due Powell Valley National Bank which are secured by this deed of trust have been paid in full and the deed is released in so far as said debts are concerned. This March 17th 1915.

*Robt L. Mumma* Trustee  
and attorney for said Bank



P. L. Recounting

- 200 -

V. D. Rome at co -

Prepaid 2 - Dec 1911 - 1912

" " Oct 4 - 1912

Int. Grace April 4 - 1912 -

Int. to Nov 11 - 1912

Cost of 1st Class Seat -

Gr. Nov 11 - 1912 -

Int. to Jan 15 - 1912

Cost of 1st Class Seat -

1413 -  
Jan 15 br. by Chas. of J. Jones & Co -

9150

9150

18300

641

4436

23347

6500

16847

200

16847

2807

19654

15218

4436



Robt. L. Punnington

vs.

V. O. Rose et al.

Cost taxed up to Jan. 15, 1913.

|                                   |          |
|-----------------------------------|----------|
| <u>Clerk</u>                      | 3.07     |
| Tax                               | 1.50 pd. |
| Shff. A. D. Robbins, ser. Process | 2.00 pd. |
| Deputy Shff. Short Com. notices   | 2.00     |
| Atty.                             | 15.00    |
| Cover.                            | 4.50 pd. |
|                                   | <hr/>    |
|                                   | \$28.07  |

J. D. Elds, Clerk



Robert L. Pennington

- Plaintiff.

Va.

In Chancery.

V.E. Rose, R.M. Wether, Peter C. Fletcher and W.H.C. Rose, Defendants.

WHEREAS, by a decree rendered by the Circuit Court of Lee County, Virginia, in the above styled cause, on the 5th day of December, 1912, the undersigned was appointed a Special Commissioner for the purpose, and directed to proceed to take an account of the liens against the real estate of the defendants V.E. Rose and W.H.C. Rose, the amount thereof and their various priorities and also the amount of land owned by them, and whether or not the said land will rent for a sum sufficient to pay the judgment liens against the same exclusive of all other liens:

NOW, WHEREFORE NOTICE IS HEREBY GIVEN that the said signed will sit in his office at Jonesville, Va., on the 15th day of January, 1913, for the purpose of performing the duties required of him by the said decree, and

which time and place all parties to this cause are required to attend for all such purposes, and other witnesses will sit at the same time and place for the purpose required. Said sittings will be continued from time to time until completed.

*Robert L. Pennington*  
Special Commissioner

*[Handwritten notes and signatures in the bottom half of the page, including names like "J. H. Rose", "R. M. Wether", "Peter C. Fletcher", "W. H. C. Rose", and "Robert L. Pennington"]*



Robt. L. Punnington  
vs. { notice.

V. D. Rose

I accept legal service  
of within notice

Punington Pun pg

Execute the  
Within by delivering  
a true copy to  
V. D. Rose W. H. C. Noel  
and R. M. Flesher  
and Rebecca Flesher  
this the 30th day of  
Dec 1912

W. B. Short D & for  
A. D. Robbins & L. C.  
fee \$2.00

Filed Dec. 31, 1912  
J. D. Evers clerk



*The Commonwealth of Virginia,*

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*R. M. Fleenor, Rebr-*  
*ca Fleenor, W.H.C. Nor And V.D. Rose*

to appear at the Clerk's office of the Circuit Court of the county of Lee, at rules to be held for the said court, on the *3<sup>rd</sup>* Monday in *Nov.* 191*2* to answer a bill in chancery exhibited against *them in Over said Court by*

*Robt L. Pennington*

And have then there this writ. Witness, J. D. EDDES, Clerk of our said Court, at the court-house, the

*2<sup>nd</sup>* day of *Nov* 191*2*, and 187 year of the Commonwealth.

A Copy Teste:

*J. D. Edde* Clerk

, Clerk



R. L. Pennington

SUBPOENA

VS. }

IN CHANCERY.

R. M. Fleener

Pennington Bros. p. q.

To 2nd Nov Rules

Circuit Court

1912  
Executed Nov. 5<sup>th</sup>  
1912 by delivering a true  
copy of the within subpoena  
to R. M. Fleener Rebecca  
Fleener W. H. C. Roe &  
V. D. Rose  
This Nov. 6<sup>th</sup> 1912.  
A. D. Robbins S. L. C.



Robt L Huntington

to In Charge

V. D. R. it is



Globe-Wernicke Crushed Env.  
SIZE 10-1